

# CONTRACT

September 5, 2006

Prepared for:

Ohio County, Indiana

To Provide:

GIS Data Layer Services and Parcel Updates



WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •  
• Phone (317) 259-0105 • Fax (317) 259-1423 •  
• [www.wthengineering.com](http://www.wthengineering.com) •

## OVERVIEW

Ohio County, Indiana (the "Client") requires certain GIS and/or mapping products and/or services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

## DESCRIPTION OF PRODUCTS AND SERVICES

### GIS Data Layer Service(s)

#### **Parcel Dimension, Land Hook, and Lot Line Layer(s)**

The County will need to provide the plat sheets to the Company so they can be scanned by an approved subcontractor. This contractor will be able to scan the plat sheets the evening of when the company receives the documents. The Company will handle the logistics of the plat sheet transfer between the County and the scanning company.

From these digital scans, the Company will create a new layer for land hooks, lot lines, parcel dimensions and subdivision boundaries. The Company will then review each plat sheet and digitize the land hooks, lot lines, parcel dimensions and subdivisions as they are seen on the plat sheets.

#### **Parcel updates**

As the Company reviews the individual plat sheets, if a parcel is not currently in the Think GIS™ parcel layer it will be added using the information presented on the plat sheet. Using the dimensions on the sheets will allow the company to place the new parcel. A new 18 digit parcel number will be added if it has not already been provided.

## DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	90 Days	Dimension, Land Hook, Lot Line Layers	30 Days <sup>(1)</sup>	\$ 7,500.00
Delivery	90 Days	Scanning Documents	30 Days <sup>(1)</sup>	\$ 500.00
Delivery	90 Days	Parcel Updates \$10.00 each (approx. 400)		\$ 4,000.00
Total GIS Cost <sup>(2)</sup>			TOTAL	\$ 12,000.00 <sup>(2)</sup>

(1) The Company will invoice the customer on a monthly basis (unless otherwise indicated via payment schedule) based on the number months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.

(2) The price for the parcel updates is based on the Client having 400 parcel updates needed. Any additional parcel updates will be charged \$10.00 a piece.

## GENERAL TERMS

**Entire Agreement** – This Agreement represents the entire agreement between the Client and the Company.

**Governing Law** – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

**Severability** – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

**Amendments** – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

**Notices** – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

**Signing in Counterparts** – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

### Addresses and Contacts for Notification Purposes:

Contact: <u>Contract Administration</u>	Contact: _____
Company: <u>WTH Technology, Inc.</u>	Client: <u>Ohio County</u>
_____	County: <u>Ohio County, IN</u>
Address: <u>567 W. Westfield Blvd.</u>	Address: _____
_____	_____
City/State/Zip: <u>Indianapolis, IN 46208</u>	City/State/Zip: _____
Email: _____	Email: _____
Phone: <u>(317) 259-0105</u>	Phone: _____
Fax: <u>(317) 259-1423</u>	Fax: _____

## **LIMITATION OF LIABILITY**

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

*The remainder of this page has been left blank intentionally.*

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 19<sup>th</sup> day of September 2006.

**Company:**  
**WTH Technology, Inc.**

**Client:**  
**Ohio County, Indiana**

Signature: [Signature]

Name: Rex Jones

Title: President

Date: \_\_\_\_\_

Signature: [Signature]

Name: CONNIE J. BROWN

Title: President of Commission

Date: 9-19-06

Signature: [Signature]

Name: Shane Koons

Title: Commissioner

Date: 9-19-06

Attest  
Signature: [Signature]

Name: Delorah Thomason

Title: Ohio Co. Auditor

Date: 9-19-06

Signature: [Signature]

Name: DALE E. SCUDDER

Title: COMMISSIONER

Date: 9-19-06



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